1 2 3 4 5 6 7 8 UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF WASHINGTON 9 ARTHUR MBANEFO, Cause No. 18-cv-1610 10 Plaintiff, 11 COMPLAINT FOR COPYRIGHT V. 12 **INFRINGEMENT** AMAZON.COM, INC., and AMAZON 13 TECHNOLOGIES, INC. d/b/a/ CREATESPACE DEMAND FOR JURY TRIAL 14 INDEPENDENT PUBLISHERS, Defendants. 15 16 17 Plaintiff, Arthur Mbanefo, by his attorneys, Collen IP and Philip P. Mann, files this 18 Complaint against Defendants Amazon.com, Inc. and CreateSpace Independent Publishers, and 19 alleges as follows: 20 21 **NATURE OF DISPUTE** 22 1. This is a civil action in which Plaintiff, a Nigerian dignitary, seeks an award of 23 24 damages from this Court for Defendants' infringement of his copyright in an auto-biographical 25 literary work entitled, "A Fulfilled Life of Service." Plaintiff also seeks an order from this Court 26 enjoining Defendants from continued publication, reproduction, and distribution of infringing 27

copies of the literary work. Absent such an order, Plaintiff will continue to suffer substantial injury, loss, and damage to his ability to exploit his valuable copyrights in the literary work as a result of Defendants' actions.

PARTIES, JURISDICTION AND VENUE

- 2. Plaintiff, Chief Arthur Mbanefo ("Plaintiff" or "Mr. Mbanefo"), is a resident of Nigeria. He is the author and sole owner of an autobiographical book entitled "A Fulfilled Life of Service" (the "Book," or "Plaintiff's Book").
- Defendant Amazon.com, Inc. ("Amazon") is a corporation organized under the laws of Delaware, and maintaining a principal place of business at 410 Terry Ave North, Seattle, Washington.
- 4. Defendant Amazon Technologies, Inc., doing business as, "CreateSpace" ("CreateSpace"), is a limited liability company organized under the laws of Nevada, and maintaining a principal place of business at 410 Terry Ave North, Seattle, Washington.
- 5. On information and belief, CreateSpace is, and at all pertinent times has been, a wholly-owned subsidiary of Defendant Amazon.
- 6. On information and belief, Defendants are committing and have committed acts of Copyright Infringement in this District and elsewhere, through distributions, advertisements, solicitations, sales, and offers for sales.
- 7. Plaintiff brings this action seeking damages and injunctive relief in relation to federal copyright law. The Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 1331 and 1338.
- 8. Defendants have sufficient contacts with this District in connection with the events alleged in this Complaint so that each Defendant is subject to this Court's exercise of personal jurisdiction over them.

9. Venue is proper pursuant to 28 U.S.C. § 1400(a) because Defendants Amazon resides or may be found here.

FACTS

- 10. Plaintiff is a distinguished Nigerian dignitary who has served as, *inter-alia*, "Ambassador Plenipotentiary and Permanent Representative of Nigeria to the United Nations" from 1999 2003, the Chairman and/or Director of many international banking or accounting entities in Nigeria, including "The Accountancy Bodies of West Africa", the "Nigerian Institute of Management", and served as the independent no-executive director of Citibank Limited, in Nigeria.
- In 2015, Plaintiff completed his autobiography entitled "Arthur Mbanefo, A
 Fulfilled Life of Service," an accounting of his life story and achievements.
- 12. On or about, June 11, 2016, Bookcraft Limited, a publishing company doing business in Ibadan, Nigeria, published the Book in Nigeria.
- 13. On or about August 13, 2017, Plaintiff was visiting the United States, and discovered that Plaintiff's Book, or a substantially similar version of the Book, was available for sale on Amazon.com and Createspace.com ("Infringing Book").
- 14. Amazon.com listed a "hard-cover" copy of the Book at a price of three-thousand dollars (\$3,000.00 USD).
- 15. Amazon.com listed an "e-copy" version of the Book at a price of two-hundred dollars (\$200.00 USD).
- 16. The official price of a hard-cover copy of Plaintiff's Book was the equivalent of \$19.44 USD, but the Book was only ever available in Nigeria.
- 17. Upon information and belief, Plaintiff's Publisher has not placed the book for sale through Amazon, or authorized any third-parties or agents to do so.
- 18. At no time did Plaintiff, or an agent of Plaintiff, authorize Amazon or Createspace to publish and/or distribute the Book.

19. Plaintiff registered the Book with the United States Copyright Office (Registration Number TX 8-578-150) under the name "A Fulfilled Life of Service." The Book is an original work by Plaintiff.

COPYRIGHT INFRINGEMENT

- 20. Plaintiff restates and re-avers each and every allegation contained in paragraphs 1-19, inclusive, and the acts of Defendants asserted therein, as if fully recited in this paragraph.
 - 21. The Plaintiff's Book is a copyrighted work.
- 22. The Plaintiff's Book represents an original work of authorship as represented in the artwork, layout, and descriptions.
- 23. The Plaintiff is the exclusive owner of the copyright in this catalog, and is the owner of Copyright Registration TX 8-578-150, issued by the United States Copyright office, effective August 1, 2018, pursuant to 17 USC 410. A copy of the certificate of copyright registration is attached as Exhibit "A".
 - 24. The Plaintiff has complied with the provisions of the Copyright Laws.
- 25. Upon information and belief in 2017, Defendants published and offered for sale Plaintiff's Book, showing Plaintiff as the author.
- 26. The text of the Infringing Book including the ordering and arrangement thereof is substantially the same as the text of Plaintiff's Book, if not identical overall to that text, order, and arrangement thereof.
- 27. Plaintiff did not give Defendants permission to copy, create a derivative of, publicly display, publicly distribute, or otherwise exercise any of the exclusive rights of a copyright owner with respect to Plaintiff's Book.
- 28. Without Plaintiff's authorization Defendants copied almost entirely and created a derivative of Plaintiff's Book, as well as reproduced it and publicly distributed copies thereof, by sale or other transfer of ownership, rental, lease, or lending.

- 29. Without Plaintiff's authorization, Defendants authorized others to publicly distribute copies of Plaintiff's Book, by sale or other transfer of ownership, rental, lease, or lending.
- 30. Plaintiff did not give Defendants permission to authorize other persons to exercise any of Plaintiff's exclusive rights as a copyright owner with respect to Plaintiff's Book.
 - 31. Defendant Amazon infringed Plaintiff's copyright in Plaintiff's Book.
 - 32. Defendant CreateSpace infringed Plaintiff's copyright in Plaintiff's Book.
- 33. Defendants' activities, as set forth above, are in violation of the copyright owner's exclusive rights to use the work, as stated in 17 USC 106.
- 34. Defendants has willfully infringed and violated plaintiff's exclusive right to the work and the rights to reproduce and adapt the work.
- 35. Plaintiff is harmed and suffers irreparable injury arising from the actions of the Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the Court to grant the following relief:

- 1. That defendants and their agents, servants, employees, licenses, affiliates, and those persons in active concert or participation with them:
 - (a) be permanently enjoined and restrained:
 - (i) from infringing Plaintiff's copyright and other proprietary rights in the book Book, in any manner;
 - (ii) from falsely designating the origin of material not originating from Plaintiff;
 - (b) be ordered to deliver up for destruction all infringing materials in the possession or under the control of defendants and their affiliates, customers, licensees, and to completely erase all or any portion of the infringing material in digital or electronic form that may have been created, placed on any internet web page, storage device or otherwise, including all backup copies thereof;

- (c) be ordered to contact their affiliates, customers, and licensees in writing within thirty (30) days from the issuance date of an injunction and inform them about the injunction as well as ordered to instruct them to immediately discontinue using and to destroy all infringing material. ordered to file, within thirty (30) days from the issuance date of an injunction,
- 2. That, an accounting and judgment be rendered against all defendants for their total gains, profits, and advantages from the reproduction, production, adaptation, creation of derivatives, distribution, public display and unjust enrichment of the Infringing Book, in an amount to be determined which, at present, Plaintiff cannot fully ascertain;
- 4. That Defendants and their officers, agents, employees, or representatives, and all persons in privity with Defendants not destroy but deliver up to this Court, pursuant to 15 USC § 1118, and the copyright laws of the United States, 17 USC 101 et seq., all: dies, molds, letterheads, advertising materials, computer programs, labels, packages, containers, name plates, and any other printed matter of any nature and or any products in their possession bearing the trademarks or copyrighted materials of the Plaintiff or any colorable imitation, for the purpose of destruction thereof.
- 5. That Defendants be required to pay statutory damages pursuant to 17 USC § 504.
- 6. That Defendants be required to file with this Court and serve upon Plaintiff a report in writing and under oath setting forth in detail the manner and form in which the Defendants have complied with the terms of the injunction.
- 7. That Plaintiff be awarded his costs in this action, including expert witness fees and prejudgment and post-judgment interest on monies found to be due and owing to Plaintiff attributable to the infringing acts complained of herein.
- 8. That Plaintiff be awarded his reasonable attorney's fee in accordance with the provisions of 17 U.S.C. §505 as part of the costs to the prevailing party.

1 9. That Plaintiff have such other and further relief as the Court deems just and 2 proper. 3 **JURY DEMAND** 4 Plaintiff demands a trial by jury on all issues presented in this Complaint. 5 6 Dated this 5th day of November 5, 2018 7 Respectfully submitted, 8 s/ Philip P. Mann Philip P. Mann, WSBA No: 28860 9 MANN LAW GROUP 10 1218 Third Avenue, Suite 1809 Seattle, Washington 98101 11 (206) 436-0900 Fax (866) 341-5140 12 phil@mannlawgroup.com 13 14 Jeffrey A. Lindenbaum (pro hac pending) 15 Michelle C. Morris (pro hac pending) COLLEN IP 16 The Holyoke-Manhattan Building 17 80 South Highland Avenue Ossining, New York 10562 18 Tel. (914) 941-5668 Fax (914) 941-6091 19 jlindenbaum@collenip.com mmorris@collenip.com 20 21 Attorneys for Plaintiff 22 23 24 25 26 27